

**AGREEMENT FOR PROPERTY EXCHANGE BY AND AMONG THE CITY OF SNOQUALMIE, THE CITY OF NORTH BEND AND THE NORTHWEST RAILWAY MUSEUM**

**I  
RECITALS**

A. The City of Snoqualmie (“Snoqualmie”) is a municipal corporation organized and operating under the Optional Municipal Code, Title 35A RCW.

B. The City of North Bend (“North Bend”) is a municipal corporation organized and operating under the Optional Municipal Code, Title 35A RCW.

C. The Northwest Railway Museum (“the Museum”) is a Washington non-profit corporation which operates a railway museum.

D. Snoqualmie and North Bend are owners as tenants in common of certain real property consisting of approximately 450 acres of open space commonly known as Meadowbrook Farm.

E. The Museum owns real property adjacent to Meadowbrook Farm upon which it has constructed its Conservation and Restoration Center (“CRC”), and desires to construct additional improvements, including a Storage Facility for its railroad artifacts. The best location and design for the Storage Facility would require acquisition by the Museum of approximately four acres of Meadowbrook Farm legally described in Exhibit A (“the Acquisition Property”).

F. The Museum owns other real property in the vicinity commonly known as the Moses Parcel and legally described in Exhibit B (“the Exchange Property”) which it proposes to exchange for approximately four acres of Meadowbrook Farm (“the Property Exchange”). The Exchange Property has a greater value than the Acquisition Property, as established by appraisals.

G. The funding for the acquisition of the Meadowbrook Farm was provided to Snoqualmie and North Bend in part by King County Conservation Futures (“Conservation Futures”) and in part by the State of Washington Interagency Committee for Outdoor Recreation, which agency is now the Washington State Recreation and Conservation Funding Board (RCFB). The grant agreements with Conservation Futures and RCFB both require approval by the granting agency of any property acquired with grant funds.

H. Snoqualmie owns certain other real property in the vicinity commonly known as the Luce Parcel and legally described in Exhibit C (“the Additional Property”), which Snoqualmie also desires to add to the Meadowbrook Farm. The Exchange Property and the Additional Property equal or exceed the Acquisition Property in acreage.

I. Snoqualmie and North Bend recognize that the Museum is an important cultural, economic and tourism contributor to both cities, and that it is in the public interest to support the Museum.

J. Snoqualmie, North Bend and the Museum have agreed to each take certain steps to accomplish the Property Exchange to support the Museum's construction of the Storage Facility, as set forth in this Agreement.

## **II AGREEMENT**

1. Snoqualmie has requested approval of the Property Exchange by Conservation Futures and the RCFB. Snoqualmie has secured and paid for the required appraisals. Snoqualmie will use continued best efforts to secure approval of the Property Exchange by Conservation Futures and the RCFB. All obligations of the parties under this Agreement are contingent upon approval of the Property Exchange by both Conservation Futures and the RCFB by December 31, 2007, and if such approvals are not obtained, no party shall have any further obligation under this Agreement except by further mutual agreement.

2. The Museum has secured approval of grant funding for construction of the Storage Facility. The Museum will use best efforts to meet all remaining conditions to receive the grant funding, to diligently apply for and secure all required permits and approvals, and to construct the Storage Facility.

3. The Museum has prepared a Lot Line Adjustment to adjust the boundary between Meadowbrook Farm and the Museum's property to add the Acquisition Property to the Museum's property. A copy of the Lot Line Adjustment is attached as Exhibit D. The Museum, Snoqualmie and North Bend as owners of the property involved shall all sign the Lot Line Adjustment as applicants. Snoqualmie as the permitting agency has reviewed the Lot Line Adjustment, and has determined that it should be approved upon approval of the Property Exchange by Conservation Futures and the IAC.

4. Snoqualmie and North Bend shall convey the Acquisition Property to the Museum by Statutory Warranty Deed, which Deed shall be recorded immediately following recording of the Lot Line Adjustment. The Museum may obtain title insurance at its own expense if desired, but Snoqualmie and North Bend shall not be obligated to provide it. The conveyance by Snoqualmie and North Bend to the Museum is exempt from real estate excise tax under WAC 458-61A-205.

5. The Museum shall convey the Exchange Property to Snoqualmie and North Bend as tenants in common by Statutory Warranty Deed, which Deed shall be recorded immediately following recording of the Lot Line Adjustment. Upon conveyance to Snoqualmie and North Bend, the Exchange Property shall be subject to all of the

conditions and restrictions of the Conservation Futures and IAC grant agreements, either in the Deed or by separate instrument, as Conservation Futures and IAC may require for approval of the Property Exchange.

6. Snoqualmie shall execute a covenant in a form approved by Conservation Futures subjecting the Additional Property to the terms and conditions of the Conservation Futures grant agreement. Such covenant shall not be revocable without the consent of Conservation Futures while the conditions and restrictions of the grant agreement remain in effect.

7. The Museum shall grant Snoqualmie and North Bend an easement twenty feet in width for the benefit of the public for vehicular and pedestrian access from 394<sup>th</sup> Pl. S.E. (Stone Quarry Road) to the Additional Property and Meadowbrook Farm over and across the Museum's intervening railroad right of way, to be located at approximately the present location of the present access to the existing quarry.

8. This Agreement is not intended to be comprehensive, but rather to establish the framework to accomplish the Property Exchange. Any other commitments among the parties shall be by separate written agreement.

CITY OF SNOQUALMIE

CITY OF NORTH BEND

\_\_\_\_\_  
Matthew R. Larson, Mayor

Signed:\_\_\_\_\_

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Ken Hearing, Mayor

Signed:\_\_\_\_\_

NORTHWEST RAILWAY MUSEUM

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Richard R. Anderson, Executive Director

Signed:\_\_\_\_\_